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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 28th February, 2025

No. 498778-HIII(5)-2025/2812.—In pursuance of the instructions issued vide No.8-40/2024-TEL (Part-I) (C.No.3237031) dated 16.01.2025 by the Director, Ministry of Education, Department of Higher Education, Government of India, New Delhi, the Chief Secretary, Union Territory, Chandigarh is pleased to constitute the State - Level Coordination Committee for coordinating with the National Testing Agency for smooth and fair conduct of various examinations, comprising the following members :-

1.	Additional Secretary Technical Education, U.T. Chandigarh	Nodal Officer-cum-Convener
2.	Inspector General of Police, UT Chandigarh	Nodal Police Officer
3.	Ms. Mausami Sarkar, Director NTA, (Nodal Officer nominated by DG, NTA)	Member
4.	Director Principal, GMCH-32, Chandigarh	Member
5.	State Informatics Officer, NIC, U.T. Sectt.,	Member
6.	Subsidiary Intelligence Bureau (SIB) Officer (to be nominated by Police Deptt., U.T. Chd.)	Member

Roles and Responsibilities :-

1. Establish a hotline between the Chief Secretary, DGP and DG-NTA.
2. Prepare an integrated strategy to break the nexus of the paper leak mafia.
3. Prepare an exam-specific strategy for the major examinations such as JEE, NEET, UGC-NET, CUET etc. to ensure fair, transparent and zero error examination, specific briefing is to be given to the District Committee to prepare such examinations.
4. Ensure that District Level Committees are being constituted and operational.
5. Review the performance of the District-level Committee after every major examination.
6. Submit a consolidated report based on the District-level Committee observations and suggestions on NTA for necessary action.

Signature Not Verified
Digitally signed by
Jalinder Kumar
Date: 2025.03.04
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Dated : The 28th February, 2025.

RAJEEV VERMA, IAS,
Chief Secretary,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 28th February, 2025

No. 498778-HIII(5)-2025/2816.—In pursuance of the instructions issued vide No.8-40/2024-TEL (Part-I) (C.No.3237031) dated 16.01.2025 by the Director, Ministry of Education, Department of Higher Education, Government of India, New Delhi, the Home Secretary, Union Territory, Chandigarh is pleased to constitute the District - Level Coordination Committee for coordinating with the National Testing Agency for smooth and fair conduct of various examinations, comprising the following members :-

1.	District Magistrate U.T. Chandigarh OR His representative not below the rank of SDM	Chairperson
2.	Senior Superintendent of Police, UT Chandigarh O R His/her representative not below the rank of SDPO.	Member
3.	Sh. K.S. Pathania, Principal, Kendriya Vidyalaya, OCF, Sector 29-B, Chandigarh (City Coordinator appointed by the NTA for upcoming NEET (UG)-2025 in pen & paper mode).	Member
4.	District Educational Officer, Chandigarh.	Member
5.	District IB Officer (DCIO/AD), Chandigarh (to be nominated by Police Deptt, U.T. Chandigarh).	Member
6.	District Informatics Officer, NIC, Chd.	Member

Roles and Responsibilities :-

1. The District Committee should identify suitable Testing Centres for the PPT and CBT after thoroughly scrutinizing the previous year's examinations conducted at these Testing Centres. Further, background analysis of the centre's owners, previous incidents of paper leaks, and inputs of the Intelligence Bureau/Local Intelligence Unit (LIU) should be considered while suggesting the list.
2. Prepare a list of suspicious elements/miscreants and keep close vigilance on their activities.
3. While suggesting examination centres, due care will be taken to ensure adequate infrastructure. A list of PWD - friendly centres should be provided separately.
4. The district committee should also prepare a strategy for safe transportation of the question paper (in case of PPT) from the custodian to the Testing Centres with adequate security of the District Police/ Paramilitary force.

Dated : The 28th February, 2025.

MANDIP SINGH BRAR, IAS,
Home Secretary,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 28th February, 2025

No. 499594 -HII(2)-2024/3241.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **14/2021** dated **24.01.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

RINKU RAM S/O SWARAN RAM, HOUSE NO. 64, VILLAGE KAIMBALA, U.T. CHANDIGARH. (WORKMAN)

AND

1. M/S K.K AIR CONDITIONING CO., HOUSE NO.B-21, SECTOR 30-B, CHANDIGARH THROUGH ITS PROPRIETOR. (CONTRACT NO.9888432327)
2. PUBLIC HEALTH CIRCLE, U.T. SECRETARIAT, SECTOR 9, CHANDIGARH THROUGH ITS CHIEF ENGINEER.
3. PUBLIC HEALTH DIVISOION NO.8, ADDL. DELUXE BUILDING, SECTOR 9-D, CHANDIGARH THROUGH ITS EXECUTIVE ENGINEER.. (MANAGEMENT)

AWARD

1. Rinku Ram, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman is Matriculate and 2 years ITI. The workman was eligible for the post of Operator. In November, 2017 the workman was appointed as Operator by management No.1 in the establishment of management No.2 & 3 at ETC Building, IT Park, Fire Plant, Chandigarh as outsource employee. The workman was covered under the Employee Provident Fund (EPF) and Employees' State Insurance (ESI) scheme. The salary of the workman was ₹12,372/- per month after legal deductions. However, the workman was being paid only ₹ 8,000/- by the management No.1. The workman was working to the full satisfaction of managements and his conduct was good & satisfactory. At the time of joining, the workman was asked by management No.1 to submit his requisite documents for opening the salary account in Punjab & Sind Bank at Sector 27, Chandigarh despite the fact that workman has already having an account with State Bank of India, Kaimbwala, Chandigarh Branch. Initially for a month of workman was insisted on transferring his salary in his State Bank of India account paying no heed to the request, the management No.1 got a new bank account opened in the name of workman, however the passbook and the ATM card of newly opened account were not handed over to the workman and were kept by the management No.1. After a month workman asked the management No.1 to hand over him ATM card along with the passbook of the newly opened account. The management No.1 did not hand over the ATM and passbook on the pretext that same are lying with the department i.e. management No.1 & 2 for verification. The workman was being paid ₹ 8,000/- in cash by management No.1. After much pursuance management No.1 handed over passbook of newly opened account and the ATM card in the month of September, 2018 to the workman and other newly engaged employees. Therefore, from the passbook details workman came to

know that salary of ₹ 12,000/- was being credited to his account, however, only ₹ 8,000/- was being paid to him by the management No.1. The management No.1 was depositing ₹12,000/- in his bank account as per terms of contract, thereafter withdrawing the amount from the account, it was paying only ₹ 8,000/- in cash to the workman. When the workman asked the management No.1 to pay the balance salary to him, the management No.1 stopped paying salary from September, 2018 and asked the workman and other employees engaged with him to refund the said amount which has been paid in the bank account. On 12.03.2019, the workman along with other employees filed complaint to SSP, Chandigarh regarding forfeiture and misuse of ATM card and non-releasing of their salary. The police complaint was closed after recording the statement of parties with the report that matter being civil in nature, the complainant is advised to pursue the matter with Labour Authorities. On 04.07.2019, the workman filed a complaint before the Assistant Labour Commissioner, U.T. Chandigarh regarding the issue. The complaint dated 04.07.2019 is still pending. Consequent upon, the management No.1 verbally terminated the services of the workman on 12.03.2019 by refusal of work to the workman without issuing any notice or paying neither pay in lieu of notice period in violation of Section 25F of the ID Act, which makes the termination void. Refusal of work, which amounts to termination is retrenchment under Section 2(oo) of the ID Act. No charge sheet was issued, no inquiry was held against the workman. No retrenchment compensation was paid at the time of termination. Juniors to the workman were retained in service at the time of termination of his services, which is violation of Section 25G of the ID Act. The workman has completed more than 240 days continuously and regularly during 12 calendar months preceding termination. The workman served upon the management a demand notice dated 02.02.2020, conciliation proceedings failed as the management did not appear before the Authority. The action of the management in terminating the services of the workman is illegal, against the principle of natural justice and amounts to unfair labour practice. It is settled law that contract employee cannot be replaced by another similar contract employee. The workman remained unemployed since the date of termination till date. Prayer is made that the workman may be reinstated with continuity of service and full back wages.

3. On notice, Baljeet Singh Rana - Proprietor of management No.1 contested the claim statement by filing written statement on 08.04.2021, wherein it is submitted that Rinku Ram - former contractual worker (*here-in-after 'workman'*) in his statement of claim admitted that he was appointed from outsourcing, meaning thereby the management No.1 is a service provider only and management No.2 & 3 are the principal employer. The workman is a habitual complainant and made numerous false complaints with regard to the contents mentioned by him in his statement of claim dated 27.01.2021. On earlier occasions too, the workman had made such false claims and complaints against management No.1. Management No.1 submitted its various replies from time to time. As such enquiries were conducted by the Chandigarh Police Personnel and Labour Commissioner Officers from time to time but nothing found against management No.1. It is totally later false, frivolous and baseless allegation that workman's ATM and passbook were lying with management No.1. The workman left the job at his own without intimating that management No.1 or management No.2 & 3. The answering management had already paid all his dues up to date i.e. wages, arrears due, if any. The workman is continuously harassing the management No.1 including Government officials i.e. management No.2 & 3 till date. With regard to workman's complaint dated 04.07.2019 before the Assistant Labour Commissioner, U.T. Chandigarh, management No.1 had filed reply on 06.09.2019 with Assistant Labour Commissioner, U.T. Chandigarh. The Proprietor of management No.1 is a small contractor and started contractorship firm in the name of M/s K. K. Air Conditioning Company with Chandigarh Administration i.e. management No.2 & 3 since 2006 and have been providing service of labour including repair & maintenance works, specially in the air conditioning, fire fighting and various allied jobs etc. from time to time. Since then, the management No.1 has been doing its work with full satisfaction of the authority concerned i.e. management No.2 & 3. Being fair and honest small contractor, it has caused lot of mental harassment and agony to the Proprietor of management No.1. The Proprietor of management No.1 had gone through a bad time as

major brain surgery was performed for brain tumor. The treatment of brain tumor is still is going on. Recently on 26.03.2021, the Proprietor of management No.1 suffered major attack of brain epilepsy and is under treatment. Complainant Rinku Ram is harassing the management No.1 mentally and physically since long without any fault. Management No.1 is not a principal employer for which the workman is claiming regular job and full back wages under Workman Compensation Act and ID Act. Being a service provider, management No.1 firm had engaged contractual workers from time to time, in this case, at EDC Building, I.T. Park, Chandigarh. The workman had left his job at his own on 08.03.2019 without any intimation to the managements. The management No.1 has also replied to the management No.3 i.e. Executive Engineer, Project Public Health Division No.8 on 20.02.2020 regarding the workman's demand notice under Section 2A of the ID Act. In view of the afore reply of management No.1, the legal action is required to be taken against the workman for harassing the Proprietor of management No.1 mentally and physically since long and also for trying to tarnish his image and of management No.2 & 3 since long without any fault of management No.1 as all the dues of the workman were paid and nothing is lying pending against management No.1. Prayer is made that claim of workman may be filed with cost.

4. Management No.2 & 3 filed joint written statement where it is stated that qualification, appointment, deployment of workman, per month salary, applicability of EPF and ESI schemes as alleged in para 1 of claim statement is matter of record. The fact that workman was working to the full satisfaction of managements is a matter of record. The allegations levelled against the contractor - management No.1 in para 3 to 8 of claim statement are denied for want of knowledge. It is further stated that workman was employee of management No.1 and his services were terminated by management No.1. There was no relationship of employer & employee existing between the workman and management No.2 & 3. A demand notice dated 02.03.2020 was served by the workman and answering managements appeared before the Authority and defended the case. It is denied for want of knowledge that services of the workman were terminated by management No.1. Rest of the contents of the claim statement are denied as wrong.

5. The workman filed rejoinder to the written statement of management No.1 on 21.12.2021, wherein the contents of written statement except admitted facts are denied as wrong and averments of claim statement are reiterated. On 21.12.2021, Learned Representative for the workman suffered a statement that replication filed for written statement of management No.1 to be adopted for managements No.2 & 3 as well.

6. From the pleadings of the parties, following issues were framed vide order dated 21.12.2021 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no employer-employee relationship between management No.2 & 3 and workman ? OPM-2&3
3. Relief.

7. In evidence, the workman summoned witness AW1 Baljit Singh Rana - Proprietor of M/s K. K. Air Conditioning Company, who brought the summoned record Exhibit 'AW1/1' to Exhibit 'AW1/3'.

Exhibit 'AW1/1' is copy of attendance register for the period w.e.f 01.10.2017 to 30.04.2019.

Exhibit 'AW1/2' is copy of wage register for the period w.e.f. 01.10.2017 to 30.04.2019.

Exhibit 'AW1/3' is copy of record of legal deductions for the period 01.11.2017 to 30.04.2019.

8. Workman Rinku Ram examined himself as AW2 and tendered his affidavit Exhibit 'AW2/A' along with documents Exhibit 'AW2/1' to Exhibit 'AW2/3'.

Exhibit 'AW2/1' is original of letter bearing Memo No.PH8/2019/5702 dated 25.06.2019 regarding Information under RTI Act, 2005 through which the Information sought by Rinku Ram was supplied by the CPIO-cum-Executive Engineer, Project P.H. Division No.8, U.T. Chandigarh as sought by him in his application dated 14.05.2019.

Exhibit 'AW2/2' is the information supplied under the RTI Act, in the form of letter i.e. copy of letter memo No.PH8/2017 in reference to tender I.D. 2017-CHD-40109-1 bearing endorsement No.8922-25 dated 13.10.2017.

Exhibit 'AW2/3' is copy of my bank account passbook of Account No.07981000200770 maintained with Punjab & Sind Bank Branch Sector 27, Chandigarh containing entries for the period w.e.f. 08.12.2017 to 14.01.2020.

9. On 12.08.2024, Learned Representative for workman closed the evidence in affirmative.

10. On the other hand, management No. 2 & 3 examined MW1 Sanjay Sahni - Executive Engineer, Public Health, Division No.8, Chandigarh, who tendered his affidavit Exhibit 'MW1/A' along with attested copies of documents Exhibit 'MW1/1' & Exhibit 'MW1/2'.

Exhibit 'MW1/1' is attested copy of allotment of tender to M/s K. K. Air Conditioning Company, Chandigarh vide letter bearing Memo No.PH8/2017 dated Nil bearing Endorsement No.8922-25 dated 13.10.2017 issued from Executive Engineer, Project P.H. Division No.8, Chandigarh.

Exhibit 'MW1/2' is attested copy of allotment of tender to M/s K. K. Air Conditioning Company, Chandigarh vide letter bearing Memo No.PH8/2018 dated nil bearing Endorsement No.01215-19 dated 21.12.2012 issued from Executive Engineer, Project P.H. Division No.8, Chandigarh. (Due to clerical mistake date of document Exhibit 'MW1/2' is written incorrectly 21.12.2012 instead of correct date dated 21.12.2018. Thus, the same stands rectified.)

11. Management No.1 examined MW2 Kamal Chand, Data Entry Operator, O/o Regional Provident Fund Commissioner, Sector 17, Chandigarh who brought the online copies of summoned record and tendered into evidence documents Exhibit 'MW2/1' to Exhibit 'MW2/4'.

Exhibit 'MW2/1' is EPF contribution of the workman Rinku Ram UAN No.101048698509 and bearing Member I.D. PBCHD00389560000010064 for the period 15.11.2017 to 08.03.2019.

Exhibit 'MW2/2' is EPF contribution of the workman Rinku Ram UAN No.101048698509 and bearing Member I.D. PBCHD22243540000010045 for the period 18.05.2021 to 30.04.2022.

Exhibit 'MW2/3' is EPF contribution of the workman Rinku Ram UAN No.101048698509 and bearing Member I.D. PBCHD13069660000010353 for the period 01.06.2022 to 15.06.2023.

Exhibit 'MW2/4' is EPF contribution of the workman Rinku Ram UAN No.101048698509 and bearing Member I.D. PBCHD00293160000012238 for the period 10.07.2024 till date.

12. Baljit Singh Rana - Proprietor, management No.1 examined himself as MW3 and tendered his affidavit Exhibit 'MW3/A'

13. On 22.10.2024 Shri Yadwinder Singh - Law Officer (now Assistant District Attorney) closed evidence on behalf of management No.2 & 3. On 10.12.2024, Learned Representative for the management No.1 closed oral evidence and closed documentary evidence on 14.01.2025.

14. I have heard the arguments of Learned Representatives for the parties i.e. workman and management No.1 and Learned Assistant District Attorney for management No.2 & 3 and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 & 2 :

15. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

16. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 is on the management No.2 & 3.

17. Learned Representative for the workman referred the testimony of AW1 Baljit Singh Rana - Proprietor, management No.1, who proved document Exhibit 'AW1/1' to Exhibit 'AW1/3'.

18. To prove the claim, Learned Representative for the workman referred testimony of workman / AW1 Rinku Ram, who vide his affidavit Exhibit 'AW2/A' deposed the averments of claim statement in toto which are not reproduced here for the same of brevity. AW2 supported his oral version with documents Exhibit 'AW2/1' to Exhibit 'AW2/3'.

19. On the other hand, Learned Assistant District Attorney for the management No. 2 & 3 referred testimony of MW1 Sanjay Sahni - Executive Engineer, who vide his affidavit Exhibit 'MW1/A' deposed that the workman was deployed as Operator on November, 2017 by the management No.1 through outsource agency. The workman was engaged by the contractor i.e. M/s K. K. Air Conditioning Company i.e. management No.1 and not by the answering management (*here-in 'management No.2 & 3'*). The management No.3 had executed a contract with M/s K. K. Air Conditioning Company for providing manpower on outsource basis to the management No.3 from 13.10.2017 to 31.03.2019. MW1 further deposed that there was no relationship of employer & employee between the workman & managements No.2 & 3 as he was engaged by the contractor i.e. M/s K. K. Air Conditioning Company. The workman was the employee of management No.1 and his services, if terminated, were terminated by the management No.1. The managements No.2 & 3 never demanded the replacement of workman from management No.1. The managements No.2 & 3 had never asked for ATM cards, passbooks neither from the contractor nor from the workman, only photocopies of the printed account passbooks were to be attached by the contractor with the bill as a proof of salary transfer to the workman's account. The workman is not entitled for any relief against the managements No.2 & 3 as the workman was engaged by the management No.1 and his services if terminated were terminated by the management No.1 and not by the managements No.2 & 3. MW1 supported his oral version with documents Exhibit 'MW1/1' to Exhibit 'MW1/2'.

20. Learned Representative for management No.1 referred testimony of MW2 Kamal Chand, who proved documents Exhibit 'MW2/1' to Exhibit 'MW2/4'.

21. Learned Representative for the management No.4 further referred the testimony of MW3 Baljit Singh Rana - Proprietor of management No.1, who vide his affidavit Exhibit 'MW3/A' deposed that the applicant (*here-in-after 'workman'*) has not approached this Court with clean hands as he tried to mislead this Court by claiming that his services were terminated by the deponent firm (*here-in-after 'management No.1'*) on 12.03.2019. In fact, workman Rinku Ram filed the complaint before the S.S.P, Chandigarh falsely alleging misuse of his ATM by the management No.1. The above complaint was false one and closed by the police. After filing of the above complaint, the workman stopped coming for attending duties apparently due to the fact that he has filed a false and frivolous complaint and dared not to face management No.1 after that. MW3 further deposed

that the workman has been paid his full dues till the date he has worked i.e. 12.03.2019 and due to filing of the police complaint which was false, the applicant after that never reported for duty. His co-workers who also filed complaint along with the workman also never reported for duty as they were fully satisfied. The factum of absence of the workman from duty can also be ascertained from the fact that the workman filed the complaint before the Assistant Labour Commissioner, Chandigarh on 04.07.2019 which was also an afterthought. The sudden disappearance of the workman from work cause financial loss to management No.1 and after this contract the management No.1 almost closed as not even a single person is now working with the management No.1 and management No.1 is almost closed due to loss in business. MW3 further deposed that the workman has worked with the management No.1 intermittently from November, 2017 till 12.03.2019 as he was not punctual to his work and many complaints have been received against him. The workman has not completed mandatory 240 of service in a calendar year preceding to the date of termination. The workman after abandoning his service with the management No.1 worked with various establishments and earning more than what he was getting with management No.1. The workman did not disclose his working with the various establishment rather concealed this fact from this Court just to mislead this Court. The working of the workman with other various establishment has been proved from the record of Regional Provident Fund Commissioner, Chandigarh. There is every possibility that workman was also working after his abandonment of service during the intervening period as the workman has not disclosed anything about his working while filing his affidavit in evidence. Thus, the workman is guilty of concealment of material facts from the Court. MW3 further deposed that the workman voluntarily abandoned his service that too without any intimation or information, to the management No.1 or to the principal employer. The workman has been unauthorizedly absented from duty w.e.f. 12.03.2019. The management No.1 has not retained any junior or engaged fresh hand after the workman stopped coming on duty. The management No.1 never terminated the services of the workman and it was the workman who abandoned the service after filing police complaint on 12.03.2019 before the S.S.P. Chandigarh and never reported for duty after that. The management No.1 has not violated any labor law but it was the workman who has left the job voluntarily and without any intimation. The workman is not entitled to any relief as he has left the job as he got better job and work than the job he was doing with the management No.1 and also, he concealed the factum of his employment with the other firm just to mislead this Tribunal / Court.

22. From the oral as well as documentary evidence led by the parties, it comes out that the Executive Engineer, Public Health Division No.8 allotted tender dated 13.10.2017 / Exhibit 'MW1/1' for the year 2017-18 (12 months) and allotted next tender dated 21.12.2018 / Exhibit 'MW1/2' for the year 2018-19 for the period of 5 months w.e.f. 01.11.2018 to 31.03.2019 to M/s K. K. Air Conditioning Company Limited - management No.1 for operation / running and preventive maintenance of fire fighting system, solar water heating systems and 20 KLDST Plant at EDC Building, IT Park, U.T. Chandigarh. In view of the above allotment of tender, the management No.1 - contractor engaged workman and deployed him as outsource employee with management No.3. The workman / AW2 Rinku Ram when put to cross-examination by Law Officer for management No.2 & 3 stated that he was deployed as Operator with management No.3 by the management No.1 - contractor. His salary was paid by the contractor through bank transaction. His services were terminated on 12.03.2019 by the management No.1 / contractor. He only informed that department management No.2 & 3 about termination of his service. AW2 admitted as correct that management No.2 & 3 are not his employer. AW2 in his cross-examination further stated that he had no claim against management No. 2 & 3.

23. MW1 (witness of management No.2 & 3) when put to cross-examination by workman admitted as correct that contract between the management No.1 & 3 was for the period w.e.f. 13.10.2017 to 31.03.2019. Management No.1 - contractor informed their department - management No.3 about the names

of the workers to be deployed on the post of Operator by the contractor - management No.1 department was paying the monthly wages of workers as per the DC rates to the contractor along with administrative charges. MW1 in his cross-examination further stated that he does not know whether the contractor - management No.1 informed the department - management No.2 & 3 that Rinku Ram will not come for work. MW1 further stated that he does not know that the services of the workman were terminated by the contractor - management No.1. MW1 admitted as correct that the workman was performing duty under the supervision of management No.3. From the version of AW2 and MW2 referred above, it is established that the workman is a 'contractual labour' employed by the contractor - management No.1 in the period commencing from November, 2017 up to 12.03.2019. Thus, there is no direct employer-employee relationship between management No.2 & 3 and the workman.

24. Learned Representative for the workman contended that the contractor as per papers show that workman was paid monthly wages of ₹ 9,418/- to ₹ 12,367/- per month after legal deduction of the statutory contribution of EPF and ESI. In fact, the workman was paid ₹ 8,000/- per month in cash by the management No.1. For the purpose of payment of salary management No.1 got opened workman's bank account in Punjab & Sind Bank, Sector 27, Chandigarh but retaining his passbook and ATM card. At the insistence of workman that management No.1 handed over the passbook to the workman in September, 2018, from which workman came to know that salary of ₹ 9,418/- to ₹ 12,367/- per month was being credited to his bank account, however he was paid wages ₹ 8,000/- in cash. Learned Representative for the workman further contended that workman filed complaint in this regard on 12.03.2019 to the SSP, Chandigarh but the same was closed after recording statement of parties and giving a report that mater being civil in nature and the complainant is advised to pursue the matter with the Labour Authorities. Then, on 04.07.2019, workman filed complaint before the Assistant Labour Commissioner, U.T. Chandigarh which is still pending. Learned Representative for the workman contended that copy of complaint dated 04.07.2019 addressed from workman to the Assistant Labour Commissioner, Chandigarh has been put in cross-examination to MW3 Baljeet Singh Rana, who stated that it is correct that complaint dated 04.07.2019 was filed by the workman to the Assistant Labour Commissioner, Sector 30, Chandigarh and copy of the same is Exhibit 'WX'. MW3 further stated that complaint filed by the workman to SSP, Chandigarh is stated as false in his affidavit and thereafter the workman has stopped coming to duty. To my opinion, as far as alleged complaint dated 12.03.2019 filed to SSP, Chandigarh is concerned, MW3 in his cross-examination admitted as correct that as per inquiry report dated 02.04.2019, the complaint lodged by Rinku Ram was filed with the observation that no cognizance offence is find to be made out. To my opinion, in view of the police report that the workman may file a complaint before the Court of Area Magistrate, but no such action is taken by him. As far as complaint dated 04.07.2019 / Exhibit 'WX' filed to the Assistant Labour Commissioner, U.T. Chandigarh are is concerned, the same has no legal consequences as the fate of complaint dated 04.07.2019 is not proved by summoning the concerned official of the department. Besides, both complaints dated 12.03.2019 and 04.07.2019 are subsequent to the alleged termination of service on 12.03.2019.

25. The entries of passbook Exhibit 'AW2/3' show that workman has been paid due wages and he has withdrawn the amount from time to time. The workman did not summon the account opening form record from the bank to prove that he did not personally visit the bank to open the account and that the Bank Authority had not handed over the passbook ATM to him against proper receipt. The documents Exhibit 'AW1/2' and Exhibit 'AW1/3' establish that the workman was paid due wages after legal deductions from the period 01.10.2017 to 30.04.2019. It is own suggestion of the workman to the contractor - MW3 in his cross-examination that workman has been paid his full dues after 12.03.2019. In this regard MW3 in cross-examination admitted the suggestion as correct that the workman has been paid his full dues up to 12.03.2019. MW3 further stated that full dues including wages EPF and ESI. The record Exhibit 'MW2/1' prove that EPF contribution was deposited by the contractor. Management No.3 for the period 15.11.2017 to 08.03.2019.

26. As far as termination of services of the workman is concerned, Learned Representative for the workman argued that the services of the workman were terminated on 12.03.2019 by the management No.1. With verbal order without any prior notice or notice pay in lieu of notice period and no retrenchment compensation was paid at the time of termination of his services. AW2 Rinku Ram when put to cross-examination by management No.2 & 3 stated that his services were terminated on 12.03.2019 by the management No.1 - contractor. He only informed the department - management No.2 & 3 about termination of his services and without issuing any show cause notice and without holding any inquiry. To support his arguments, Learned Representative for the workman referred cross-examination of MW3 Baljeet Singh Rana, where he stated that it is wrong to suggest that the workman remained in continuous employment from November, 2017 to 12.03.2019. MW3 voluntarily stated that there are various service breaks during tenure of his service. MW3 further stated that there was no substitute when workman absented from duty. The workman was not punctual as per the attendance record. He had received complaint telephonically against the punctuality of the workman. He has no documentary proof of said complaint. He has not issued any charge sheet to the workman that he is not punctual. He had no necessity to write any letter to the workman for his sudden disappearance from duty. He has not issued any charge sheet or conduct any inquiry of sudden disappearance of the workman from duty. Learned Representative for the workman referred cross-examination of MW1 Sanjay Sahni (witness of management No.2 & 3) who when put to cross-examination by the workman stated that there was no complaint against the workman and conduct of the workman Rinku Ram. Learned Representative for the workman argued that contractor - management No.3 has violated Section 25F of the ID Act while terminating the services of the workman.

27. On the other hand, Learned Representative for the management No.1 argued that workman remained in the employment of management No.1 from November, 2017 till 12.03.2019 and during this period the workman was not punctual. In fact, after filing police complaint dated 12.03.2019 the workman abandoned the service. To my opinion, the arguments advanced by the management No.1 that the workman was not punctual is devoid of any merits because as discussed above MW3 in his cross-examination stated that he has no documentary proof of the complaints. In case workman failed to observe punctuality and absented from duty w.e.f. 12.03.2019 without intimation, at the most it amounts to misconduct. The management No.1 might have initiated disciplinary proceedings against the workman for alleged misconduct and at least notice of absenteeism must be issued to the workman but no such action is taken by the contractor - management No. 3. The judgment referred by Learned Representative for the workman reported in **2015(29) SCT 301 (P&H) (DB)** titled as **O. K. Play India Limited Versus Raj Kumar & Another** is applicable to the facts of the present case to an extent. Para 12 of the judgment is reproduced as below :-

"12. By absenting from their duties, the Workmen might have committed misconduct because when an employee absents from duty unauthorisedly, he, indisputably, commits misconduct. A domestic enquiry is, therefore, required to be initiated. The order of termination/discharge is not a substitute for an order of punishment. If an employee is to be dismissed from services on the ground that he had committed misconduct, he is entitled to an opportunity of hearing. Had such an opportunity of hearing been given to them, the Workmen could have shown that there were compelling reasons for their not reporting on duty. Even a minor punishment could have been granted. The Management, however, precipitated the situation by passing a hasty order of termination of their LPA

Nos.939 to 944 of 2013 6 services by striking off their names from its rolls. Thus, finding of the Labour Court, as affirmed by the learned Single Judge, that services of the Workmen were illegally terminated, does not call for interference."

28. It is undeniable fact that the workman has completed continuous service of 240 days in 12 calendar months preceding termination on 12.03.2019. It is neither pleaded nor proved by the employer - management No.1 that before terminating the services the workman was issued prior notice or was paid notice pay in lieu of the notice period or that the workman was paid retrenchment compensation at the time of termination of his services.

29. In view of the discussion made above, the termination of services of the workman by the management No.1 - contractor with his verbal order w.e.f. 12.03.2019 is in violation to the mandate of Section 25F of the ID Act. Consequently, termination of services of the workman is illegal.

30. Keeping in view of length of service i.e. about 1 year & about 4 months, his last paid monthly wages ₹12,367/-, the workman is held entitled to lump sum compensation of ₹ 19,000/- to be paid by the management No.1.

31. Accordingly, issue No.1 is decided in favour of the workman and against the management No.1. Issue No.2 is decided in favour of the managements No.2 & 3 and against the workman.

Relief :

32. In the view of foregoing finding on the issue No.1 above, this industrial dispute is allowed to the effect that the workman is entitled to lump sum compensation of ₹ 19,000/- to be paid by the management No.1. The management No.1 is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the above amount from the date of this Award till its actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,

(JAGDEEP KAUR VIRK),

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 24.01.2025.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th February, 2025

No. 499560-HII(2)-2024/3247.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **1/2019** dated **21.01.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SURESH KUMAR S/O SH. NIKKA RAM, AGED 40 YEARS, R/O HOUSE NO. 426, KISHANGARH, CHADNIGARH. (WORKMAN)

AND

1. M/S INFOSYS LIMITED, PLOT NO. 1 RAJIV GANDHI TECHNOLOGY PARK, CHANDIGARH THROUGH ITS MANAGING DIRECTOR AND MANAGER.

2. M/S LION SERVICES LIMITED, REGISTERED OFFICE : 210, PADMA TOWER - II, 22 RAJENDRA PLACE, NEW DELHI THROUGH ITS MANAGING DIRECTOR AND MANAGER. (MANAGEMENT)

AWARD

1. Suresh Kumar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that workman was engaged by M/s Lion Services Limited (management No.2) w.e.f. 28.01.2017 as Security Guard and deputed with M/s Infosys Limited (management No.1). Last drawn wages of the workman were ₹17,600/- per month. Workman remained in continuous service up to 11.03.2018. The management were satisfied with his work & conduct. There was no complaint against his job & conduct. He was working direct under the control & supervision of both i.e. management No.1 and management No.2. Services of the workman were terminated on 11.03.2018 without giving any prior notice and without issuing any memo, chargesheet and inquiry. When the workman approached concerned authorities of the managements, the workman was abused. Termination of services of the workman is malafide, arbitrary, violation of principle of natural justice and amounts to unfair labour practice. Workman has neither been issued any notice nor paid notice pay in lieu of notice period nor retrenchment compensation was paid at the time of termination of his services. The post on which the workman was working exists till date. Junior to the workman were retained in service by the management. Therefore, there is no violation of Section 25F, 25G & 25H and other provisions of the ID Act. Workman is totally unemployed after termination of his service till date. Workman raises demand notice under Section 2A of the ID Act. Conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh failed. Prayer is made that termination order may be declared illegal and workman may be reinstated with continuity of service along with full back wages and consequential benefits.

3. On notice, management No.1 contested the claim statement by filing written statement dated 18.01.2023 (filed on 19.01.2023), wherein preliminary submissions are made to the effect that M/s Infosys Ltd. / management No.1 is a company incorporated under the Companies Act, 1956 and is engaged in providing

global consulting and IT related services. Puneet Randhawa - Senior Regional Head - Facilities, Infosys Limited Plot No.1, Rajiv Gandhi Technology Park, Kishangarh, Chandigarh, Haryana 160101 is authorised to appear and sign pleadings on behalf of the company i.e. Infosys Ltd. Infosys was established in 1981. Infosys is a NYSE listed global consulting and IT services company with more than 3,45,000 employees.

4. It is further submitted that applicant (*here-in-after 'workman'*) has time & again reflected that both the respondents (*here-in-after 'managements'*) are having some kind of an association with each other and the work of management No.2 is dependent upon the work of management No.1. It is denied that M/s Infosys Limited is having any control over the management and affairs of the management No.2. Management No.1 is a company engaged in providing global consulting and IT Services to its customers throughout the length and breadth of this country. Management No.2 happens to be "Housekeeping Service Provider". Management No.2 was forced to employ its own personnel, to train them and to depute them upon the premises of M/s Infosys Limited, in whatever manner it deemed fit and appropriate so as to provide the abovesaid services in the premises of M/s Infosys Limited - management No.1. M/s Infosys Limited has executed an agreement to this effect with the said service provider i.e. management No.2, which laid down the relationship between both the parties. Beyond what has been contemplated in the agreement. M/s Infosys Limited - management No.1 does not bear any further association with the service provider management No.2. In fact, it is a separate legal entity being a company registered under the Companies Act, 1956 having a separate Board of Directors and does not have any shared ventures with the management No.1. M/s Infosys Limited - management No.1 does not have any control over the personnel employed by management No.2. Neither does the management No.1 directly pay wages to the said employees nor it exercises direct command over them. The relationship between management No.1 & 2 begins from the date of execution of agreement and comes to an end after the termination or expiry of said agreement (agreement dated 13.06.2016). It is further submitted that workman has not approached the Court with clean hands and suppressed the material facts from the Court. Workman has concocted a false story to suit his own convenience and has raised unfounded and untenable allegations. It is settled law that one who seeks equity must do equity. Besides, management No.1 is covered under the Punjab Shops & Establishment Act and is not a factory. Management No.1 has always complied with Labour compliances in letter & spirit throughout the country. Workman by no stretch of imagination be called as a permanent and regular employee of the Infosys Limited - management No.1. M/s Infosys Limited is not involved either appointing the workman or in terminating his services in any manner whatsoever. M/s Infosys Limited is not involved either permitting or restricting the activities of the workman. Further reliance is placed upon the Judgment of Hon'ble Supreme Court in **Civil Appeal Nos.1799-1800 of 2019 (arising out of SLP(C) Nos.33747-33748 of 2014)** titled as **Bharat Heavy Electrical Limited Versus Mahendera Prasad Jakhmola & Others**. In the present case, the Infosys never appointed the workman. His salary / remuneration was paid to him by the contractor / service provider. Workman was not in continuous service. The Infosys Limited could not substantially extend control & supervision against the workman. As such there was no direct employer-employee relationship exist between them.

5. Further on merits, it is submitted that workman is having no connection with Infosys Limited - management No.1. Infosys Limited never selected the workman. The Infosys Limited had hired the service provider i.e. Loin Services Limited - management No.2 to whom various tasks and assignments were outsourced and it is the said service provider, who is the principal employer for all intents & purposes in so far the workman is concerned. Further similar stand is taken as taken in preliminary submissions. Rest of the averments of claim statement are denied as wrong and prayer is made that the claim statement qua the management No.1 may be dismissed being not maintainable.

6. Management No.2 contested the claim statement by filing written statement dated 06.06.2019, wherein it is submitted that management No.2 is engaged in the business of supplying of manpower to the management No.1 - M/s Infosys Limited and other company. Management No.2 had engaged the workman as supervisor and thereafter as per the contract with management No.1, the claimant (*here-in-after 'workman'*) had been deputed with management No.1 / M/s Infosys Limited. While posting with management No.1, a

complaint was made by management No.1 to the management No.2 that workman was found indulging into various unwanted activities and thus management No.1 had asked management No.2 to take back and send another person in his place. Accordingly, management No.2 vide its letter dated 26.02.2018 asked the workman to report the Delhi Office by 12.03.2018 and he was withdrawn from the services of management No.1. It is wrong to alleged that services of the workman had been terminated on 11.03.2018. When the workman did not report to the Delhi office by March 12, 2018, he was issued letter dated 11.04.2018 to report to the office within 4 days. The letter had been followed by another letter dated 23.04.2018. Another letter dated 06.05.2018 had been sent to the workman requiring him to explain his position. Despite the receipt of these letters, the workman did not report for duties and thus, had abandoned his services. The management No.2 had never terminated the services of the workman. Sill the management No.2 can adjust the workman to some other place / agency. It is further submitted that workman is not a 'workman' as defined under the ID Act as first he was doing the supervisory / managerial duties and secondly, he was drawing salary of ₹ 17,600/- per month. Management No.2 has not violated the provisions of Section 25F, 25G & 25H of the ID Act. Rest of averments of claim statement are denied as wrong and prayer is made that claim statement may be rejected.

7. Replication not filed. From the pleadings of the parties, following issues were framed vide order dated 06.08.2019 and reframed vide order 08.05.2023. The issues reframed vide order dated 08.05.2023 are reproduced as below :-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits along with interest, as prayed for ? OPW
3. Whether there is no direct employer-employee relationship existing between the management No.1 & workman ? OPM (management No.1)
4. Relief.

8. In evidence, the workman Suresh Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/' along with documents Exhibit 'W1' to Exhibit 'W5'.

Exhibit 'W1' is the copy of certificate of participation in volunteer's team for UDDAN 7.0. in the year 2013-14, awarded to the workman by Vikas Dhiya - Head Chandigarh, DC (Development Centre).

Exhibit 'W2' is the copy of certificate awarded to the workman being part of volunteer's team for fair & family day in the year 2013-14 issued by Vikas Ahuja, Head Chandigarh DC (Development Centre).

Exhibit 'W3' is the copy of certificate awarded to the workman for contribution towards successful Environmental Management System recertification audit for OHSAS 18001:2007 and ISO14001:2004 standard at Chandigarh Development Centre on 5th March, 2010 by Sh. Vikas Ahuja, Development Centre Head, Chandigarh, Development Centre.

Exhibit 'W4' is copy of Certificate of Excellence dated 02.05.2014 awarded to the workman to recognize his outstanding contribution towards Infosys, Chandigarh Development Centre, and workman's exceptional team effort, dedication and professionalism was acknowledged by Vikas Ahuja, Head - Infosys, Chandigarh Development Centre.

Exhibit 'W5' is copy of certificate awarded to the workman for contribution to the Spark programme as a volunteer during 2009-10 by Srikantan (Tan) Moorthy, VP & Head, Education & Research.

9. On 03.09.2024 Learned Representative for the workman closed evidence in affirmative.

10. On the other hand, management No.2 examined MW1 Rakesh Kumar - Senior Manager, Operations and BD M/s Lion Services Limited, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Mark 'A' to Mark 'C'.

Mark 'A' is letter dated 11.04.2018 issued to the workman by the management No.2.

Mark 'B' is letter dated 23.04.2018 issued to the workman by the management No.2.

Mark 'C' is letter dated 06.05.2018 issued to the workman by the management No.2.

11. Management No.1 examined MW2 Puneet Randhawa - Senior Regional Head, Facilities, Infosys Limited who tendered his affidavit Exhibit 'MW2/A' along with Exhibit 'MW2/1' & Exhibit 'MW2/2'

Exhibit 'MW2/1' is board resolution dated 29.08.2023 issued in favour of Puneet Randhawa - Senior Regional Head, Facilities, Infosys Limited.

Exhibit 'MW2/2' is copy of agreement dated 13.06.2023 between Infosys Ltd. and M/s Lion Services Ltd.

12. On 04.12.2024 Learned Representative for management No.1 closed evidence.

13. It is pertinent to mention here that on 19.10.2023 workman filed an application for issuing directions to management No.2 to produce the following record :-

- a) The personal file of workman including office copy of appointment letter issued to the workman and applicable service conditions for workman including grant of annual increments records.
- b) The declaration form of ESI and provident fund from the period when employee's share was deducted from the wages of the workman, by the management No.2.
- c) The Managing Director's bank account, bank details, bank account number of management No.2, present address and self-attested copy of aadhar card.
- d) The registration certificate of management No.2 under The Companies Act, 1956 and the Contract Labour (Regulation & Abolition) Act, 1970.

The workman's application dated 09.10.2023 was partly allowed vide detailed order dated 29.07.2024 with direction to the management to produce the record of documents mentioned at serial No. a) & b) of the application. In compliance with the above direction, on 12.08.2024 Learned Representative for management No.2 tendered documents i.e. attested copy of check list of documents for personal file, personal file of Suresh Kumar (2 pages), Bio-data form of Suresh Kumar (2 pages), declaration Form of Employees' Provident Fund Organisation of Suresh Kumar (3 pages), nomination and declaration form dated 29.12.2008 Employees' Provident Fund Organisation of Suresh Kumar (2 pages) and declaration dated 29.12.2008 of E.S.I.C. of Suresh Kumar (2 pages) and on 21.08.2024 Learned Representative for the management No.2 tendered remaining documents i.e. attested copy of details of the EPF dues of the contractual employees including the workman Suresh Kumar from 01.04.2011 till 17.01.2017 (consisting of pages 1 to 72), attested copy of the EPF payment contribution of the contractual employees including the workman from 01.01.2014 to 01.12.2014 (consisting of pages 1 to 26), attested copy of the EPF payment contribution of the contractual employees including the workman from February 2017 to February 2018 (consisting of pages 1 to 26), attested copy of the Wages Register regarding the wages paid to the workman for the period w.e.f. 06.06.2014 to 31.03.2018 (consisting of pages 1 to 20) and attested copy of the ESIC contribution History of the contractual employees including the workman from February 2018 to March 2018 (consisting of pages 1 to 4).

14. On 14.01.2025 Learned Representative for management No.2 closed evidence.

15. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 to 3 :

16. All these issues are taken up together being interconnected and in order to avoid repetition of discussion.

17. Onus to prove issues No.1 & 2 is on the workman and onus to prove issue No.3 is on the management No.1

18. In support of claim statement, workman Suresh Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the entire contents of claim statement which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W5'.

19. On the other hand, Learned Representative for the management No.1 referred the testimony of MW2 Puneet Randhawa who vide his affidavit Exhibit 'MW2/A' reproduced the entire written statement including the preliminary submission, which are not reproduced here in order to avoid repetition. MW2 supported his oral version with documents Exhibit 'MW2/1' and Exhibit 'MW2/2'.

20. Learned Representative for the management No.2 referred the testimony of MW1 Rakesh Kumar, who vide his affidavit Exhibit 'MW1/A' deposed that he has been authorised by M/s Lion Services Ltd to depose in the present case and he is well conversant with the facts of the present case. Respondent No. 2 (*here-in-after 'management No.2'*) - M/s Lion Services Ltd. is engaged in the business of supplying the manpower and respondent No.1 (*here-in-after 'management No.1'*) being the client of the management No.2 had supplied the manpower to the management No.1 and the workman had been deputed with the management No.1 as Supervisory. While posting with the management No. 1, the management No.1 had made complaint to the management No.2 as the workman was found indulging into various untoward activities and thus the management No.1 had asked the management No.2 to take back him and send another person in place of that. Accordingly, the management No.2 - M/s Lion Services Ltd vide its letter dated 26.02.2018 asked the workman to report the Delhi office by 12.03.2018 and he was withdrawn from the services of the management No.1. The services of the applicant had never been terminated by the management No. 2 - M/s Lion Services Ltd. When the workman did not report for duty to the Delhi Office by 12th March, 2018, he was issued letter dated 11.04.2018 to report to the Office within 4 days. This letter had been followed by another letter dated 23.04.2018. Still another letter dated 06.05.2018 had been sent to the workman requiring him to explain his position. Despite the receipt of these letters, the workman did not report for duties and thus had abandoned his services. Before the conciliation proceedings and also before this Court, offer had been made to the workman that the management No.2 can adjust the workman to some other place except with the management No.1. The submission had also been made in the written statement filed by the management No. 2 - M/s Lion Services Ltd but the workman did not accede to the offer made by the management No.2 - M/s Lion Services Ltd. MW1 further deposed that the workman is not a 'workman' as defined under the Industrial Disputes Act as firstly he was doing the supervisory / managerial duties and further he was drawing the salary of ₹ 17,600/- per month. Management No.2 has not violated the provisions of the Industrial Disputes Act and further the management No.2 is not entitled to back wages as claimed by him as the workman is not unemployed and is earning the amount. Management No.2 has not violated the provisions of Section 25F of the Industrial Disputes Act as it is the workman who firstly did not abide by the orders of the management No.2 vide which he was required to report for duties at Delhi Office and he did not report for duties despite receipt of three letters as stated hereinabove. The only intention of the workman is to grab the money from the management No. 2 - M/s Lion Services Ltd. The workman is not entitled for the relief of reinstatement with back wages and other consequential benefits due to his own act and conduct. MW1 further deposed that the averments made in the written statement filed by the management No.2 - M/s Lion Services may be read as part of his affidavit. MW1 supported his oral version with documents Mark 'A' to Mark 'C'.

21. From the oral as well as documentary evidence led by the parties, it comes out that service agreement dated 13.06.2016 / Exhibit 'MW2/2' was executed between M/s Infosys Limited - management No.1 with M/s Lion Services Limited - management No.2 for the period April 01, 2016 to March 31, 2017, whereby the management No.2 offered to provide Housekeeping / office maintenance services at the corporate office of the company / management No.1 at the location mentioned in the schedule. As per the schedule name of management No.1, location Chandigarh is mentioned at serial No.2.

22. It is own case of the workman that w.e.f. 28.01.2017, he was employed as Security Guard by M/s Lion Services Limited (Service Provider) - management No.2 and deployed in the premises of M/s Infosys Limited - management No.1. When put to cross-examination workman / AW1 stated that he joined the services in the year 2008. AW1 admitted as correct that in his affidavit Exhibit 'AW1/A' he has written that he was engaged by M/s Lion Services Limited w.e.f. 28.01.2017. AW1 volunteered stated that incorrect date of joining w.e.f. 28.01.2017 is mentioned due to clerical mistake. To my opinion, as far as date of joining is concerned, the documentary evidence shall prevail over the oral evidence. As per document brought on record by management No.2 i.e. nomination and declaration form under the Employees' Provident Fund and Employees' Pension Scheme, the date of appointment of the workman is 29.12.2008. The said document is duly attested by the Authorised Signatory of Lion Services Limited - management No.2 with his seal & signatures.

23. As far as relationship of employer-employee between the workman and management No.1 is concerned, as discussed above it is own case of the workman that he was engaged / appointed by M/s Lion Services Limited - management No.2 and deployed with M/s Infosys Limited - management No.1. Since the management No.1 has not engaged the workman thus payment of wages by the management No.1 does not arise. As per the document placed on record by Learned Representative for the management No.2 vide his statement dated 12.08.2024 and statement dated 21.08.2024 i.e. EPF record and wages register, the workman was paid monthly wages by management No.2 - contractor. The workman was covered under the EPF Scheme by management No.2 - contractor. During tenure of his service workman never complained about the payment of wages by the management No.1 / contractor. Thus, it is the management No.2 - contractor is the pay master of the workman. Besides this, the contractor - management No.2 has taken specific plea that management No.1 made complaint to management No.2 that workman was found indulging in various unwanted activities and thus, management No.1 asked the management No.2 to take back the workman and sent another person at his place. Taking action on the complaint, management No.1 issued letter dated 26.02.2018 / Exhibit 'M1' to the workman requesting him to report their Delhi Office by 12th March, 2018 for further course of action and his services from company will stand terminated by 11th / 14th March, 2018. Workman / AW1 when put to cross-examination by management No.2, stated that he has seen copy of letter dated 26.02.2018 / Exhibit 'M1', which was received by him under his signature at point 'A'. After receipt of letter Exhibit 'M1', he did not make any effort to go to Delhi Office by 12.03.2018. The explanation offered by workman in his volunteer statement that at the time of obtaining his signatures on Exhibit 'M1', he was not permitted to read the contents of the said letter, is not acceptable because not such fact is disclosed in the demand notice or statement of claim. AW1 in his cross-examination further stated that he did not file any complaint before any Authority of management alleging that his signatures are obtained on letter without explaining the contents thereof or without allowing him to read that letter. As per the plea taken by management No.2, after issuing letter Exhibit 'M1', it has issued various other letters i.e. 11.04.2018 through postal receipt dated 11.04.2018 / Mark 'A', letter dated 23.04.2018 / Mark 'B', letter dated 06.05.2018 through postal receipt dated 09.05.2018 / Mark 'C', requiring the workman to report for duty by the given date, but the workman failed to report on duty. The aforesaid plea of the workman would support the argument of Learned Representative for management No.1 that it was the management No.2 who is the actual employee and it is management No.2, which was exercising disciplinary control over all services of the workman. Above all MW1 when put to cross-examination by the workman admitted as correct that workman was getting day to day instructions from management No.2 for doing work. Thus, it is own case of the workman that he was performing duty under instructions from his employer- management No.2 - contractor. In view of

the discussion made above, it is duly proved that management No.1 - Infosys Limited had no direct employer-employee relationship with the workman.

24. As far as termination of workman's service is concerned, Learned Representative for the workman argued that services of the workman were terminated w.e.f. 11.03.2018 without following the mandate of Section 25F of the ID Act. To support his arguments Learned Representative for the workman referred cross-examination of MW1 Rakesh Kumar (witness of management No.2), wherein he stated that in termination letter dated 26.02.2018 / Exhibit 'M1', the workman was directed to report at their Delhi office to Mrs. Hardeep Kaur by 12th March, 2018 for further course of action. Except Exhibit 'M1', there is no separate letter of transfer of workman. There is no reference of retrenchment compensation and notice pay in termination letter / Exhibit 'M1'. After issuance of termination letter / Exhibit 'M1' the workman was not paid retrenchment compensation or notice pay in lieu of notice period. Learned Representative for the workman further argued that transfer amounts to change in service condition which requires issuance of prior notice under Section 9A of the ID Act. In this case before issuing letter Exhibit 'M1', the management No.2 did not make compliance to Section 9A of the ID Act.

25. On the other hand, Learned Representative for the management No.2 argued that workman was given ample opportunities by issuing letter Exhibit 'M1', Mark 'A' to Mark 'C' to report at their Delhi office but the workman did not report there, which amounts to voluntarily abandonment of service resulting in termination of service automatically.

26. To my opinion from Exhibit 'MX' i.e. copy of reply dated 14.08.2018 filed by the management No.2 to workman's demand notice in proceedings before the Assistant Labour Commissioner, U.T. Chandigarh, it is made out that since initial stage the stand of management No.2 is that after receiving complaint from their client / M/s Infosys Limited against the workman, owing to some discipline criteria, the workman was asked to report at Delhi office by 12th March through letter dated 26.02.2018 / Exhibit 'M1' but the workman never reported at office in Delhi. Thereafter, the management No.2 sent him letter dated 11.04.2018 (Mark 'A'), 23.04.2018 (Mark 'B') and 06.05.2018 (Mark 'C') for absconding and remaining absent from duty without any intimation to their office but till date workman neither reported back on duty nor he filed any reply to letters. Receipt of letter dated 26.02.2018 / Exhibit 'M1' is admitted by the workman / AW1 in his cross-examination whereas receipt of letter Mark 'A' to Mark 'C' is denied. AW1 in his cross-examination denied the suggestion as wrong that he had voluntarily absented from the service despite receipt of registered letter dated 11.04.2018, 23.04.2018 and 06.05.2018. To my opinion as far as delivery of letter dated 11.04.2018 / Mark 'A' and letter dated 06.05.2018 / Mark 'C' is concerned, from copy of postal receipt dated 11.04.2018 part of Mark 'A' it is duly established that letter dated 11.04.2018 was issued to the workman through registered post on his address of House No.426, Kishangarh, Manimajra, Chandigarh. This address of the workman is mentioned in his nomination-cum-declaration form of EPF and his personal profile. Similarly, from copy of postal receipt dated 09.05.2018 it is duly established that letter dated 06.05.2018 / Mark 'C' was issued through registered post to the workman on his address of House No.414, Near Sai Baba Mandir, Ravinder Enclave, Phase - I, Baltana, Tehsil Dera Bassi, District SAS Nagar (Punjab) and this address of the workman is mentioned by him in his demand notice dated 05.04.2018. As per failure report - Memo No.687 dated 16.10.2018, the demand notice was received in the office of Assistant Labour Commissioner on 25.06.2018 and was served upon the management of M/s Infosys Limited, Chandigarh and M/s Lion Services, Chandigarh. It shows that letter Exhibit 'M1', Mark 'A' and Mark 'C' are prior to receipt of demand notice by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. Once letter Mark 'A' and Mark 'C' are sent out / dispatched through registered post to the workman on his correct address, it goes out of the control of sender, it is deemed to have been communicated to the addressee. Thus, the workman's plea that he did not receive letter Mark 'A' and Mark 'C' is not reliable. Workman failed to report the Head Office Delhi of management No.2 within the given time, lastly by 24.05.2018 thus, vide communication dated 06.05.2018 Mark 'C', the management No.2 finding that workman is no longer interested in the employment, did not find necessity

of any further orders and assuming that workman has abandoned the job advised him to settle his account. Such an act of the management cannot be termed as termination.

27. As far as non-compliance of Section 9A of the ID Act is concerned, the workman has termed the order Exhibit 'M1' as transfer order, whereby the workman was directed to report to Head Office of management No.2 at Delhi by 12.03.2018. In this case in compliance with the direction issued by this Court vide Order dated 29.07.2024, the management No.2 has tendered documents in part on 12.08.2024 and remaining documents on 21.08.2024. The perusal of the documents brought on record by management No.2 i.e. appointment letter dated 28.06.2017 issued to the workman by management No.2, would show that it contains terms & condition of employment. Condition No.8 deals with transfer, which reads as below :-

"8. Transfer:

You shall be liable to be transferred at the discretion of the Management from one job to another or from one Department / Section to another or from one unit or establishment (existing or future) of the Company anywhere in India."

28. In view of the above referred condition in appointment letter Section 9A of the ID Act is attracted. The workman has not disputed his signatures on appointment letter. Thus, the transfer of the workman at Head Office Delhi is as per the terms & condition of employment. In terms of appointment letter, the transfer by itself cannot be said to be an act of unfair labour practice unless it is actuated by malafide. Therefore, to sustain a plea of malafide, there has to be an element of personal bias or an oblique motive, which are not proved in this case. Non-reporting on duty at the Delhi Head Office of management No.2, despite issuance of subsequent letters, amounts to voluntarily abandonment of service resulting in termination of services automatically without necessitating any further order from employer.

29. Accordingly, issues No.1 & 2 decided against the workman and in favour of the managements. Issue No.3 is decided in favour of management No.1 and against the workman.

Relief :

30. In the view of foregoing findings on the issues above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Dated : 21.01.2025.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 28th February, 2025

No. 13303-HIII(3)-2025/2753.—In exercise of the powers conferred by Section 14 of the Bharatiya Nagarik Suraksha Sanhita, 2023, the Administrator, Union Territory, Chandigarh is pleased to appoint Ms. Richa, HCS as Executive Magistrate in the District of Chandigarh.

Chandigarh, dated
The 21st February, 2025.

Administrator,
Union Territory, Chandigarh.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 1st March, 2025

No. 23 E.I.—Hon'ble the Chief Justice has been pleased to make the following appointment on the establishment of this Court :-

Sr. No.	Name of the Officer	From	To	Remarks
1.	Shri Vishal, Additional District & Sessions Judge	Nuh	Officer on Special Duty w.e.f. 21.02.2025 (FN) to 20.02.2028 (AN) against the post of Joint Registrar on the establishment of this Court.	On deputation basis.

BY ORDER OF HON'BLE THE CHIEF JUSTICE

(Sd.) . . .,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 3rd March, 2025

No. 24.—Ms. Santosh Thakur, Assistant Registrar, Punjab and Haryana High Court, Chandigarh has retired from services of this Court w.e.f. 28.02.2025 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . . ,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 3rd March, 2025

No. 25 E.I./V.B.—Sh. Avtar Singh, Superintendent Grade-I of the Punjab and Haryana High Court at Chandigarh has retired from the service of this Hon'ble Court w.e.f. 28.02.2025 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . . ,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

CHANGE OF NAME

I, Mahadev Pandey S/o Prem Kumar # 34, Sector 19-A, Chandigarh, have changed the name of my minor daughter from Diya to Diya Pandey.

[376-1]

I, Babli W/o Dharambir R/o # 182/A, Sector 30-A, Chandigarh, I have changed my name to Babli Kumari.

[377-1]

I, Shashi W/o Dharmvir R/o # 189, Sector 45, Burail, Chandigarh, have changed my name to Shashi Sharma.

[378-1]

I, Ved Prakash S/o Sh. Nihal Chand R/o House No. 1391, Village Burail, Chandigarh, have changed my name from Ved Prakash to Ved Parkash.

[379-1]

I, Tareek S/o Sahid # 1211, Sector-45, Burail, Chandigarh, have changed my minor son name from Sadik to Sadiq.

[380-1]

I, Chander Mohan S/o Sh. Ravi Nandan Sharma R/o House No. 470, Sector 32-A, Chandigarh, have changed my name from Chander Mohan to Chander Mohan Sharma.

[381-1]

I, Balbir Singh S/o Amar Singh # 286, Sector 51-A, Chandigarh, have changed my name to Balbir Singh Kainth.

[382-1]

I, Preet Mohinder Singh Son of Sh. Ajmer Singh Malhi R/o H. No. 1258, Sector 44-B, Chandigarh, have changed my name from Preet Mohinder Singh to Preet Mohinder Singh Malhi.

[383-1]

I, Akshat S/o Sh. Rajesh Dogra # 2964/1, Sector 42-C, Chandigarh, have changed my name to Akshat Dogra.

[384-1]

I, Naman S/o Sh. Rajesh Dogra # 2964/1, Sector 42-C, Chandigarh, have changed my name to Naman Dogra.

[385-1]

I, Nemchand S/o Chob Singh R/o # 47, Near Tubewell No. 04, Khuda Alisher, Chandigarh, have changed my name from Nemchand to Dakhini Singh.

[386-1]

I, Bablu Bimal Gupta S/o Bimal Gupta R/o # 1142, Kishangarh, Chandigarh, have changed my name to Bablu Gupta.

[387-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."